

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BOARD OF TRUSTEES of the PIPE FITTERS)	
RETIREMENT FUND, LOCAL 597, <i>et al.</i> ;)	NO.: 11-CV-973
)	
Plaintiffs,)	JUDGE: GUZMAN
)	
vs.)	MAGISTRATE
)	JUDGE: VALDEZ
GLOBAL MECHANICAL INC.,)	
an Indiana Corporation;)	
)	
Defendant/Counter-Plaintiff)	
)	
vs.)	
)	
PIPE FITTERS ASSOCIATION, LOCAL)	
597 U.A.;)	
)	
Counter-Defendant.)	

PLAINTIFFS'/COUNTER-DEFENDANT'S MOTION FOR FINAL JUDGMENT

Now Comes Plaintiffs, BOARD OF TRUSTEES of the PIPE FITTERS RETIREMENT FUND, LOCAL 597 *et al.* ("Plaintiffs" or "Trust Funds") and Counter-Defendant, PIPE FITTERS ASSOCIATION, LOCAL 597 U.A. ("Counter-Defendant" or "Union"), by and through their attorneys, JOHNSON & KROL, LLC, and move this Honorable Court for entry of Final Judgment as follows:

1. On March 19, 2013, this Honorable Court entered a Memorandum Opinion and Order granting the Plaintiffs' motion for summary judgment as to their claim of delinquent contributions and the Union's motion for summary judgment in part as to the counterclaim. (Docket Entry No. 201).
2. On page 6 of the Memorandum Opinion and Order, this Honorable Court left open the question of the Plaintiffs' request for attorney's fees and costs to allow the Defendant Global Mechanical, Inc. to provide specific objections to the Plaintiffs' request for a judgment for

- the attorney's fees and costs. (Docket Entry No. 201).
3. On page 6 of the Memorandum Opinion and Order, this Honorable Court stated that Defendant Global Mechanical, Inc. "shall have 14 days from the date of entry of this order to submit to Plaintiffs their specific objections." (Docket Entry No. 201).
 4. Fourteen (14) days from the date of Memorandum Opinion and Order is April 2, 2013.
 5. The Defendant Global Mechanical, Inc. failed to contact the Plaintiffs' counsel on or before the April 2, 2013 deadline.
 6. Moreover, the April 12, 2013 deadline for the parties to meet regarding the Defendant Global Mechanical, Inc.'s objections passed without any communications from the Defendant Global Mechanical, Inc.'s counsel.
 7. On April 15, 2013, while the Plaintiffs were prepared the instant motion, Defendant Global Mechanical, Inc.'s attorney contacted the Plaintiffs' counsel with his specific objections. (A copy of the email is attached as Exhibit 1).
 8. The objections were received two (2) weeks after the deadline imposed by this Honorable Court.
 9. The Defendant Global Mechanical, Inc.'s attorney has already missed the overwhelming majority of the deadlines imposed by this Honorable Court. The Plaintiffs request this Honorable Court deem the objections as untimely and enter judgment against the Defendant Global Mechanical, Inc. for the \$49,138.77 in attorney's fees and costs previously requested by the Plaintiffs.
 10. Additionally, the Plaintiffs request that this Honorable Court enter judgment in favor of the Counter-Defendant Pipe Fitters' Association, Local Union No. 597 U.A. as to the Defendant Global Mechanical, Inc.'s motion for breach of the no-strike clause because the Defendant Global Mechanical, Inc. has failed to initiate arbitration in accordance with the Collective

Bargaining Agreement.

11. On page 6 of the Memorandum Opinion and Order, this Honorable Court “[stayed] consideration of [Defendant Global Mechanical, Inc.’s] claim that the Union breached the no-strike provision pending exhaustion of available grievance procedures.” (Docket Entry No. 201).
12. As of April 15, 2013, neither the Counter-Defendant Pipe Fitters’ Association, Local Union No. 597 U.A. nor its attorneys have received a request to arbitrate in accordance with the Collective Bargaining Agreement. This Honorable Court should consider this failure to act as a waiver of any rights to request arbitration.
13. A judgment against the Counter-Plaintiff Global Mechanical, Inc. as to its claim the Counter-Defendant Pipe Fitters’ Association, Local Union No. 597 U.A. breached the no-strike clause is appropriate in this matter so the lawsuit can be resolved once and for all and the Plaintiffs can obtain the closure they deserve.

WHEREFORE, the Plaintiffs and the Counter-Defendant pray that this Court enter Final Judgment as follows:

- A. In favor of the Plaintiffs’ for the \$49,138.77 in attorney’s fees and costs previously requested by the Plaintiffs due to the Defendant/Counter-Plaintiff’s failure to timely provide the Plaintiffs with their objections;
- B. In favor of the Counter-Defendant Pipe Fitters’ Association, Local Union No. 597 U.A. as to the Counter-Plaintiff Global Mechanical, Inc.’s counterclaim for breach of the no-strike clause; and
- C. Grant the Plaintiffs and Counter-Defendant such other and further relief as this Court deems just and proper.

Respectfully Submitted,

JOHNSON & KROL, LLC

By: /s/ Jeffrey A. Krol – 6300262
One of Plaintiffs' Attorneys

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